

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 4920

Sponsor(s): Alfred Jordan

Date: October 31, 2016

SUBJECT	Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance Project/Title: <u>Juvenile Court Diversion Program</u>													
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="375 407 1528 646"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$292,967.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$292,967.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT 010-2810 292,967.00 TO ACCT 010-2134 292,967.00</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION: <input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): 442,967.37 Prior Year Actual Amount Spent (if applicable): 442,967.37</p>		Amount authorized by this legislation this fiscal year:	\$292,967.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$292,967.00	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT 010-2810 292,967.00 TO ACCT 010-2134 292,967.00		
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PRIOR LEGISLATION	Prior ordinances and (date): 4748 Dated 07/22/15 Prior resolutions and (date):													
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Carl Bayless, Grant Accountant, 816-435-4775													
REQUEST SUMMARY	<p>This is a request to appropriate \$292,967.00 from the 2016 undesignated fund balance in acceptance of a grant awarded to the Family Court Division by the Division of Youth Services. The project is named "Juvenile Court Diversion Program." The period covered by the Grant is July 1, 2016 through June 30, 2017. The purpose of this program is to encourage community-based services which would assist diverting youth from commitment to the Division of Youth Services.</p> <p>Please appropriate the \$292,967 into the accounts listed below:</p> <table data-bbox="370 1318 1040 1499"> <tr> <td>55010 Regular Salaries</td> <td>\$ 191,781.00</td> </tr> <tr> <td>55040 FICA</td> <td>14,671.00</td> </tr> <tr> <td>55050 Penssion</td> <td>25,776.00</td> </tr> <tr> <td>55060 Ins Benefits</td> <td>22,417.00</td> </tr> <tr> <td>56860 Restitution</td> <td>28,079.00</td> </tr> <tr> <td>57230 Operating Supplies</td> <td>10,243.00</td> </tr> </table>		55010 Regular Salaries	\$ 191,781.00	55040 FICA	14,671.00	55050 Penssion	25,776.00	55060 Ins Benefits	22,417.00	56860 Restitution	28,079.00	57230 Operating Supplies	10,243.00
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CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)													
ATTACHMENTS														
REVIEW	<table border="1" data-bbox="358 1686 1544 1936"> <tr> <td>Department Director:</td> <td>Date:</td> </tr> <tr> <td>Finance (Budget Approval): <i>Roy Fairchild, Budget and Fiscal Officer</i></td> <td>Date: 10/17/16</td> </tr> <tr> <td>Division Manager: <i>Mary Marquez, Deputy Court Administrator</i></td> <td>Date: 10/17/16 10/27/16</td> </tr> <tr> <td>County Counselor's Office: <i>Mary Beth Brown</i></td> <td>Date:</td> </tr> </table> <p><i>Sarah Matthes 10/20/16</i></p>		Department Director:	Date:	Finance (Budget Approval): <i>Roy Fairchild, Budget and Fiscal Officer</i>	Date: 10/17/16	Division Manager: <i>Mary Marquez, Deputy Court Administrator</i>	Date: 10/17/16 10/27/16	County Counselor's Office: <i>Mary Beth Brown</i>	Date:				
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Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Undesignated Fund Balance	\$ 292,967.00

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Supplemental Appropriation Request Jackson County, Missouri

Funds sufficient for this appropriation are available from the source indicated below.

Date: October 20, 2016

ORD # 4920

Department / Division	Character/Description	From	To
Grant Fund - 010			
2134 - Juvenile Court Diversion	45877 - Increase Revenues	292,967	
2810	Undesignated Fund Balance		292,967
2810	Undesignated Fund Balance	292,967	
2134 - Juvenile Court Diversion	55010 - Salary		191,781
2134 - Juvenile Court Diversion	55040 - FICA		14,671
2134 - Juvenile Court Diversion	55050 - Pension		25,776
2134 - Juvenile Court Diversion	55060 - Insurance		22,417
2134 - Juvenile Court Diversion	56860 - Restitution		28,079
2134 - Juvenile Court Diversion	57230 - Operating Supplies		10,243

Saul M. [Signature] 10/20/16
Budgeting



**Missouri Department of Social Services
Juvenile Court Diversion Program**

**Agreement #: ER172-17012
Agreement Period: July 1, 2016 through June 30, 2017**

The Missouri Department of Social Services desires to enter into this agreement with the Judicial Circuit listed below for the purpose of reimbursing the Judicial Circuit for allowable Juvenile Court Diversion Program expenses. All terms, conditions, and requirements contained herein shall govern the performance of this agreement.

Judicial Circuit Information:

Judicial Circuit Name: 16th Judicial Circuit
Mailing Address: 415 E. 12th Street
City, State Zip: Kansas City, MO 64106

Contact Person Name and Title: Diane Olmsted / Assistant legal Counsel Family Court
Contact Person E-Mail Address: Diane.Olmsted@courts.mo.gov
Federal Tax Identification Number: 43-1593523

The undersigned hereby agrees to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Department of Social Services, a binding agreement shall exist between the Judicial Circuit and the Missouri Department of Social Services.

The authorized signer of this document certifies that the Judicial Circuit (named below) and each of its principals (as defined by 45 CFR 76) are not suspended or debarred by the federal government.

In witness thereof, the parties below hereby execute this agreement.

[Signature]
Authorized Signature for the Judicial Circuit

Mary A. Marquez
Name and Title: Deputy Court Administrator / Family Court

9-22-2016
Date

Patrick Inelheing KM
Authorized Signature for the Department of Social Services

September 29, 2016
Date

*Budget approval for Family Court: O.R. [Signature], BUDGET OFFICER 9/21/16
Legal approval for Family Court: [Signature] Asst. legal Counsel/Fam Ct. 9/21/16*

1. Purpose

- 1.1 This agreement is entered into between the Missouri Department of Social Services, Division of Youth Services (Department), and the 16th Judicial Circuit for the purpose of setting forth the terms and conditions for the Juvenile Court Diversion Program (JCD).
- 1.2 The goal of this program is to support juvenile courts to serve youth on a local level such that the youth may be afforded the necessary services through their local courts in order that they can remain in the community rather than being exposed to a larger segment of the juvenile justice system.
- 1.3 The Department issues agreements for these services under the authority of an Expenditure Registration System (ER172) issued to the Department by the State Office of Administration.
- 1.4 The Department is authorized under Section 219.041 RSMo (<http://www.moga.mo.gov/mostatutes/stathtml/21900000411.html>), to administer an incentive subsidy program to assist local units of government in the development and implementation of community-based treatment programs for the care and treatment of children.
- 1.5 The mission of the Division of Youth Services is to enable youth to fulfill their needs in a responsible manner within the context of and with respect for the needs of the family and the community. The Division of Youth Services is responsible for the care and treatment of youth committed to its custody by one (1) of the forty-five (45) Missouri juvenile courts.

2. Term of the Agreement/Modifications

- 2.1 The term of the agreement shall be from July 1, 2016 through June 30, 2017 with two (2) one-year renewal options.
- 2.2 The Department shall have the right, at its sole option, to renew the agreement. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the agreement shall remain the same and apply during the renewal period.
- 2.3 The Department may designate an employee to act as the authorized representative for the purpose of entering into and administering contractual services between the Department and the Judicial Circuit.
- 2.4 Any changes to the agreement, whether by modification and/or supplementation, must be accomplished by a formal agreement amendment signed and approved by and between the duly authorized representative of the agreement and the Department prior to the effective date of such modification. The Judicial Circuit expressly and explicitly agrees that no other method and/or other document, including correspondence, acts or oral communications by or from any person shall be used or construed as an amendment or modification to the agreement.
- 2.5 Programs initiated with JCD Grant Funds shall be consistent with the evidence-based and promising-practices approach described in the Office of Juvenile Justice and Delinquency Prevention's (OJJDP's) Model Programs Guide (MPG) and shall contain projects within one or more of the following Focus Areas:
 - a. School and education support programs, including day treatment services and other community based programs that provide educational and treatment services to youth keeping them productively involved in their local communities;
 - b. Counseling/treatment services, including sex offender treatment and supervision services providing community-based sex-offense specific treatment groups, parent support groups and in-home therapy and supervision to pre-and post-adjudicated juvenile sex offenders;
 - c. Family support/preservation, including family therapy and support services to assist youth in working through family issues and providing tools to resolve conflict;
 - d. Supplemental court services/supervision/gang prevention, including community-based supervision of assigned youth during the evenings and weekends when youth are at the greatest risk to engage in unproductive and unlawful behavior, including the monitoring of assigned youth to ensure that they are complying with the conditions of their community placement and the provision of supportive services such as parent education, crisis intervention, mentoring and skill-building as needed; and including mentoring services by which volunteer mentors are recruited, trained, matched with

- troubled youth and supported in their work with them. Participating youth may be under either formal or informal supervision by the court during their time in the program;
- e. Restorative justice services by which juvenile offenders are held accountable and educated as to the far-reaching impact of their behaviors; and
 - f. Private care diversion services designed for those youth who require structured residential services specialized in providing treatment for their complex needs. Under this program, youth are served in alternative living centers without committing them to the care and supervision of the Department.

- 2.6 The parties agree that funding transfers may be made between focus areas with prior approval of the Department. Transfers between focus areas shall not exceed ten (10) percent of the total funds approved unless written authorization is obtained from the Department.
- 2.7 Any changes to the agreement must be by formal amendment reviewed, approved and signed by the parties.
- 2.8 No other documents, including correspondence, acts and oral communications by or from any person, shall be construed as an amendment to the agreement.
- 2.9 The Judicial Circuit agrees this agreement is contingent upon appropriated funds from the State of Missouri General Assembly for JCD programs, and that such amounts allocated to the contractor may be reduced during the contract period as deemed necessary by the Department.
3. **Responsibilities of the Judicial Circuit**
- 3.1 Subject to the terms of this agreement, the Department will pay the contractor for actual and necessary costs incurred by the Judicial Circuit for the implementation of the diversion program(s) described herein.
- 3.2 If this agreement calls for the operation of a physical plant, (i.e., detention facility, group home, emergency shelter care facility, or foster home), or provides for staff who operate a physical plant or purchase services from vendors operating a facility, the Judicial Circuit shall use facilities licensed by the Missouri Department of Social Services, Children's Division, or obtain a license for the facility where such licensure is necessary.
- 3.3 For those projects where youth will be placed in contractual foster or residential care, the provider being utilized must have and maintain a license in good standing from the Department of Social Services, Children's Division. The Judicial Circuit must have a written agreement in place with each contractual foster or residential care provider which requires the provider to notify the Judicial Circuit within ten days of any change in the provider's licensing status. The Judicial Circuit shall then notify the Department of any change in the provider's licensing status within ten days and shall arrange for alternative placement of the youth unless an express written waiver is provided by the Department.
- 3.4 If this agreement calls for the operation of a secure facility (i.e., provides for staff which operates a secure facility or provides funds for the purchase of the services of a secure facility), the Judicial Circuit shall comply with the Office of Juvenile Justice and Delinquency Prevention guidelines for the detention of status offenders as well as provide for the sight and sound separation from adult offenders.
- a. For purposes of this agreement, secure facility is described as a facility that is securely locked, fenced, or utilizes hardware designed to restrict the movement of the residents and protect public safety.
- 3.5 In order to remain eligible for JCD funding, the Judicial Circuit shall not reduce the present level of spending for juvenile correction programs, or if reductions of spending are necessary, the Judicial Circuit shall provide written justification to the Department that such reductions would have been necessary regardless of JCD programs.
- 3.6 The Judicial Circuit shall not supplant funds because of the implementation of the JCD Grant Program.
- 3.7 The Judicial Circuit must permit the Department or the Department's designee to visit and inspect each project funded by the JCD Grant Program. The Judicial Circuit must account for the monies, provide performance statistics and make the books and records of the program open to the Department for inspection and monitoring upon request. Upon a written recommendation from the Department for needed changes or improvements in a funded project, the Judicial Circuit shall make the necessary changes

to the project. The Judicial Circuit must allow the Department to monitor all functions of programs developed with JCD Grant Funds. Juvenile court staff must assist and cooperate with Department staff in monitoring programs and in determining if the program is operating according to the contractual agreement negotiated between both parties.

- 3.8 Background Checks: The Judicial Circuit shall complete criminal background checks and child abuse and neglect background checks for the Judicial Circuit's employees who provide direct services under this agreement prior to such personnel having contact with children being served under the Judicial Circuit's program.
- a. If the Judicial Circuit does not have a process in place at the signing of this agreement for completing a background check, the Judicial Circuit must submit all required information to the Family Care Safety Registry on behalf of all of the Judicial Circuits' employees assigned to perform services under this agreement. Information about the Family Care Safety Registry may be found online at <http://www.dhss.mo.gov/FCSR/>.
- b. Background checks are the financial responsibility of the Judicial Circuit.

4. **Governance**

- 4.1 The agreement shall consist of the original agreement and any subsequent amendments to the agreement.
- 4.2 This agreement shall be construed according to the laws of the State of Missouri and shall govern the terms and conditions of the agreement. To the extent that a provision of the agreement is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable; however, the balance of the agreement shall remain in force between the parties.
- 4.3 The exclusive venue for any legal proceeding relating to or arising out of the agreement shall be in the Circuit Court of Cole County, Missouri.

5. **Business Compliance**

- 5.1 The Judicial Circuit shall comply with all local, state and federal laws and regulations related to the performance of the agreement.
- 5.2 The Judicial Circuit must be in compliance with applicable laws regarding conducting business in the State of Missouri and certifies by signing this agreement that it is presently, and will remain, in compliance with such laws.
- 5.3 The Judicial Circuit must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- 5.4 The Judicial Circuit shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable.

6. **Human Rights**

- 6.1 The Judicial Circuit shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the agreement. These include, but are not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- b. Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. § 206 (d));
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) which prohibit discrimination on the basis of disabilities;

- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;
- f. Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
- g. The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;
- h. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- i. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
- j. Missouri Governor's E.O. #05-30; and
- k. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided under the agreement.

7. **Recordkeeping**

- 7.1 The Judicial Circuit shall maintain auditable records for all activities performed under this agreement. Financial records shall conform to Generally Accepted Accounting Principles (GAAP). Such records shall reflect, at a minimum:
- a. the specific number and type of service units provided;
 - b. itemized revenues and expenditures related to the performance of the agreement;
 - c. the number and type of clients served;
 - d. detailed documentation of services provided to each client, included progress notes;
 - e. any and all records necessary for performing a full audit of the Judicial Circuit's performance under the agreement;
 - f. and other relevant records.
- 7.2 The Judicial Circuit shall allow the Department or its authorized representative to inspect and examine the Judicial Circuit's premises and/or records which relate to the performance of the agreement at any time during the period of the agreement and thereafter within the period specified herein for the Judicial Circuit's retention of records.
- 7.3 The Judicial Circuit shall retain all records pertaining to the agreement for five (5) years after the close of the agreement year unless audit questions have arisen or any legal action is contemplated or filed within the five year (5) limitation and have not been resolved. All records shall be retained until all audit questions and/or legal actions have been resolved. The Judicial Circuit shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the Judicial Circuit to retain and produce records shall continue even after the agreement expires or is otherwise terminated by either party.

8. **Monitoring/Compliance**

- 8.1 The Department reserves the right to monitor the agreement throughout the effective period of the agreement to ensure compliance with the requirements of the agreement. Additionally, the Department reserves the right to audit all records related to the Judicial Circuit's performance under the agreement for a period of five (5) years from the expiration date of the agreement.
- a. The Judicial Circuit shall cooperate with any Department review of records and other documentation related to the Judicial Circuit's performance under the agreement.
- 8.2 In the event the Department determines the Judicial Circuit to be non-compliant, or at risk for non-compliance with the requirements of the agreement, the Department shall have the right to impose special conditions or restrictions on the Judicial Circuit to bring the Judicial Circuit into compliance or to mitigate the risk of non-compliance.
- a. The Department shall provide written notification to the Judicial Circuit of the determination of non-compliance or the risk of non-compliance, identifying any special conditions or restrictions to be imposed by the Department.
 - b. Special conditions or restrictions may include, but are not limited to:

- 1) requiring the Judicial Circuit to obtain additional technical assistance;
- 2) requiring additional levels of prior approval from the Department for agreement activities;
- 3) requiring additional or more detailed financial reports and/or other documentation;
- 4) additional, ongoing agreement monitoring/oversight by the Department; and/or
- 5) requiring the submission and implementation of a corrective action plan.

9. **Confidentiality**

- 9.1 All discussions with the Judicial Circuit and all information gained by the Judicial Circuit as a result of the Judicial Circuit's performance under the agreement shall be confidential, to the extent required by law.
- 9.2 The Judicial Circuit shall release no reports, documentation or material prepared pursuant to the agreement to the public without the prior written consent of the Department, unless such disclosure is required by law.
- 9.3 If required by the Department, the Judicial Circuit and any required Judicial Circuit's personnel shall sign specific documents regarding confidentiality, security, or other similar documents.
- 9.4 The Judicial Circuit shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department other than as provided for by the agreement. Such safeguards shall include, but not be limited to:
- a. Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;
 - b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
 - c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the agreement;
 - d. Policies and procedures implemented by the Judicial Circuit to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and
 - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.

10. **Insurance**

- 10.1 The Judicial Circuit shall agree that the State of Missouri cannot save and hold harmless and/or indemnify the Judicial Circuit or employees against any liability incurred or arising as a result of any activity of the Judicial Circuit or any activity of the Judicial Circuit's employees related to the Judicial Circuit's performance under the agreement.

11. **Termination**

- 11.1 In the event funds and/or appropriation authority from local, state, and federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of services, as determined by the Department, the obligation of each party hereunder shall thereupon be terminated immediately upon receipt of written notice from the Department.
- 11.2 The Judicial Circuit may terminate this agreement with thirty days written notice. Any written notification shall be sent by certified mail, first class postage paid.
- 11.3 When the Department determines that there are reasonable grounds to believe that a Judicial Circuit is not in compliance with the operating standards established by this regulation, the Department may give thirty (30) days written notice to the Judicial Circuit that the Department is terminating the grant. In the alternative, the Department may give thirty days written notice to the Judicial Circuit that the Department is suspending all or a portion of any grant subsidy payment until the required standard of operation has been met. A revocation or suspension shall have immediate effect when the Department has reason to believe the grant was obtained by fraud, trick, misrepresentation or concealment of any material fact; the grant was issued by inadvertence or mistake and the Judicial Circuit was not qualified to receive the grant;

or the Judicial Circuit has endangered the safety of a youth. Whenever the Department terminates or suspends a JCD Grant, the Judicial Circuit who is aggrieved by the action shall have a right to an administrative hearing before the Department or the Department's designee. The Judicial Circuit must make a written request for an administrative hearing within ten days of the date of the notice of the termination or suspension. At the sole discretion of the Department, the Department may allow the Judicial Circuit an opportunity to cure any deficiencies in the standard of operation of the recipient's program pending the hearing before the Department or the Department's designee. The Department shall be authorized to recoup funds from the Judicial Circuit if the Department determines after an administrative hearing that funds were improperly expended. When an agreement is terminated for cause, the Judicial Circuit shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.

11.4 In the event of termination all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Judicial Circuit pursuant to the terms of the agreement shall, at the option of the Department become the property of the State of Missouri.

12 Invoicing and Payment Requirements:

12.1 The Judicial Circuit shall invoice the Department for actual and necessary costs incurred by the Judicial Circuit in delivering project services during the invoice period.

- a. The Judicial Circuit will be reimbursed for services by submitting invoices on a minimum of a quarterly basis to the Department. Invoices submitted shall contain the name of the Judicial Circuit, the itemization of actual expenditure incurred, and the calculation of that itemization. The invoice shall be accompanied by documented verification of the qualifying expenditure, i.e. copies of invoices. If invoice for other qualifying expenditures are not received, such as payroll and benefits, the Judicial Circuit shall submit vouchers, warrant requests or other documentation the Judicial Circuits accounting system requires for authorization for payment. Payment to the Judicial Circuit shall be made in arrears on receipt of a properly itemized invoice with supporting documentation and after a determination has been made by the Department that such expenditure was appropriate under the terms of the agreement.
- b. The Judicial Circuit shall develop and implement a program requiring, when appropriate, client subsidy toward the cost of diversion programming.
- c. The invoice must contain an original signature by the Judicial Circuit's duly authorized representative and be submitted electronically to the Department at dysfiscal@dss.mo.gov, unless hard copy submission is agreed upon in writing by the Department. Invoices must be submitted quarterly and no later than the 15th of the following month. The fourth quarter invoice (invoice for April, May and June) should be submitted to the Department no later than the 15th of June each year so payment can still be processed from that fiscal year's funds. If hard copy submittal is approved, the Judicial Circuit shall submit the hard copy invoice to:

Department of Social Services
Division of Youth Services
Fiscal Unit
P.O. Box 447
Jefferson City, MO 65102

12.2 Prior to any payments becoming due per the agreement, the Judicial Circuit must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make payments through Electronic Funds Transfer.

- a. If not already submitted, the Judicial Circuit needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

The Judicial Circuit must submit invoices on the Judicial Circuit's original descriptive business invoice

form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the Judicial Circuit to properly

apply the Department's payment to the invoice submitted. The Judicial Circuit may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at

<https://www.vendorpay.0a.mo.gov>.

- 12.3 By submitting the invoice, the Judicial Circuit certifies that the expenses are true, accurate, and in accordance with the agreement pricing. All costs shall be supported by properly propagated and executed payrolls, time records, invoices, agreements, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payroll and accounting documents, pertaining in whole or in part to the agreement shall be clearly identified and readily accessible if called upon.
- 12.4 The unit prices must be linked to tangible deliverables which are classified according to the program activities.
- 12.5 Payments – After receipt and approval of a valid invoice, the Judicial Circuit shall receive payment for the actual services delivered and the actual expenses incurred during each monthly billing period. All payments shall be based on the applicable guaranteed not-to-exceed annual total price.
- 12.6 The Judicial Circuit shall accept payment within the timeframes required by the State of Missouri for processing invoices.
- 12.7 Notwithstanding any other payment provision of the agreement, failure of the Judicial Circuit to submit required reports when due, or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under the agreement unless such failure arises out of causes beyond the control, and without the fault or negligence, of the Judicial Circuit.

Exhibit 2 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Judicial Circuit.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Family Court Division
16th Judicial Circuit of Missouri
Company Name

180697497
DUNS #

Mary A. Marquez
Authorized Representative's Printed Name

Deputy Court Administrator / Family Court
Authorized Representative's Title

[Signature]
Authorized Representative's Signature

8-16-2016
Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

DIVISION OF YOUTH SERVICES
JUVENILE COURT DIVERSION
YOUTH, FAMILY AND COMMUNITY SUPPORT GRANT

APPROVED BUDGET

State Fiscal Year: 2017

Judicial Circuit #: 35th

Contract Period: 7/1/2016 - 6/30/2017

Focus Area	Focus Area Title	Current Budget	Requested	Approved Budget
#1	Facilitating Treatment Delivery	\$ 137,468.64		\$ 137,957.00
#2	Day Reporting (Gaming)	\$ 50,914.52		\$ 50,915.00
#3	After School Suspension & Treatment (ASSET) (Gaming)	\$ 76,616.21		\$ 76,616.00
#4	CORPS (Gaming)	\$ 27,968.00		\$ 28,079.00
#5				
#6				
TOTAL FUNDS APPROVED		\$ 292,967.37	\$ 461,332.56	\$ 292,967.00

Judicial Circuit Signature & Date *M. K. Miller* 6-4-2016

DYS Signature & Date *Don Pohony* 5/26/2016